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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

UNITED STATES OF AMERICA,

Plaintiff

v.

ROBERT EARL THOMPSON,

Defendant

SCOTT ALLEN JOHNSON,

Petitioner

Case No. 2:23-cr-00087-CDS-DJA

**Order of Forfeiture as to Scott
Allen Johnson**

The United States of America and Scott Allen Johnson agree as follows:

1. Robert Earl Thompson pled guilty to Counts One through Five of a Five-Count Superseding Criminal Information charging him in Counts One through Three with robbery of United States property with use of dangerous weapon in violation of 18 U.S.C. § 2114(a) and in Counts Four through Five with felon in possession of a firearm in violation of 18 U.S.C. § 922(g)(1). Superseding Criminal Information 37; Plea Agreement, ECF No. 38; Change of Plea, ECF No. 39.

2. Robert Earl Thompson agreed to the forfeiture of property set forth in the Plea Agreement and the Forfeiture Allegations of the Superseding Criminal Information. Superseding Criminal Information 37; Plea Agreement, ECF No. 38; Change of Plea, ECF No. 39.

1 3. On March 7, 2024, Scott Allen Johnson filed a Petition for a Hearing to
2 Adjudicate Forfeiture of Property (Petition), ECF No. 41.

3 4. The United States published the notice of forfeiture in accordance with the
4 law via the official government internet forfeiture site, www.forfeiture.gov, consecutively
5 from January 19, 2024, through February 17, 2024, notifying all potential third parties of
6 their right to petition the Court. Notice of Filing Proof of Publication, ECF No. 40.

7 5. On February 8, 2024, the United States served Scott Allen Johnson. Notice of
8 Filing Service of Process – Mailing, ECF No. 43.

9 6. Scott Allen Johnson did not file an insurance claim for the property.

10 7. According to his Petition, Scott Allen Johnson has not been compensated for
11 the value of the property by any insurer or third party.

12 8. Scott Allen Johnson has not traded, sold, or otherwise alienated his interest in
13 the property.

14 9. Scott Allen Johnson knowingly and voluntarily agrees to the civil judicial
15 forfeiture or the criminal forfeiture of the property.

16 10. Scott Allen Johnson knowingly and voluntarily agrees to forfeit the property
17 to the United States.

18 11. Scott Allen Johnson knowingly and voluntarily agrees to relinquish all
19 possessory rights, ownership rights, and all rights, titles, and interests in the property.

20 12. Scott Allen Johnson knowingly and voluntarily agrees to waive his rights to
21 any civil judicial forfeiture proceedings or any criminal forfeiture proceedings (all of which
22 constitutes proceedings) of the property.

23 13. Scott Allen Johnson knowingly and voluntarily agrees to waive service of
24 process of any and all documents filed in this action or any proceedings concerning the
25 property arising from the facts and circumstances of this case.

26 14. Scott Allen Johnson knowingly and voluntarily agrees to waive any further
27 notice to him, his agents, or his attorneys regarding the forfeiture and disposition of the
28 property.

1 15. Scott Allen Johnson knowingly and voluntarily agrees not to file any claim,
2 answer, petition, or other documents in any proceedings concerning the property except the
3 third-party petition and this Stipulation.

4 16. Scott Allen Johnson knowingly and voluntarily agrees to withdraw any
5 claims, answers, counterclaims, petitions, or other documents they filed in any proceedings
6 concerning the property.

7 17. Scott Allen Johnson knowingly and voluntarily agrees to waive its right to a
8 hearing on the forfeiture of the property.

9 18. Scott Allen Johnson knowingly and voluntarily waives the statute of
10 limitations, the CAFRA requirements, Fed. R. Crim. P. 7, 11, 32.2, and 43(a), and 21
11 U.S.C. § 853(n), including, but not limited to, forfeiture notice in the charging document,
12 the court advising defendant of the forfeiture at the change of plea, the court having a
13 forfeiture hearing, the court making factual findings regarding the forfeiture, the court
14 announcing the forfeiture at the change of plea and sentencing, the court attaching the
15 forfeiture order to the Judgment in a Criminal Case, and any and all constitutional,
16 statutory, legal, equitable rights, defenses, and claims regarding the forfeiture in any
17 proceedings, including, but not limited to, double jeopardy and due process under the Fifth
18 Amendment to the United States Constitution.

19 19. Scott Allen Johnson knowingly and voluntarily waives any and all
20 constitutional, statutory, legal, equitable rights, defenses, and claims regarding the property
21 in any proceedings, including, but not limited to, a jury trial under the Sixth Amendment to
22 the United States Constitution.

23 20. Scott Allen Johnson knowingly and voluntarily agrees to waive any and all
24 constitutional, statutory, legal, equitable rights, defenses, and claims regarding the property
25 in any proceedings, including, but not limited to, excessive fines clause and cruel and
26 unusual punishments clause under the Eighth Amendment to the United States
27 Constitution.

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1 21. Scott Allen Johnson knowingly and voluntarily agrees to the entry of an
2 Order of Forfeiture of the property to the United States.

3 22. Scott Allen Johnson knowingly and voluntarily agrees to the conditions set
4 forth in this Stipulation for Entry of Order of Forfeiture as to Scott Allen Johnson, and
5 Order (Stipulation).

6 23. Scott Allen Johnson knowingly and voluntarily agrees to hold harmless the
7 United States, the United States Department of Justice, the United States Attorney's Office
8 for the District of Nevada, the United States Department of the Treasury, the United States
9 Postal Service, the United States Postal Inspection Service, their agencies, their agents, and
10 their employees from any claim made by him or any third party arising from the facts and
11 circumstances of this case.

12 24. Scott Allen Johnson knowingly and voluntarily releases and forever
13 discharges the United States, the United States Department of Justice, the United States
14 Attorney's Office for the District of Nevada, the United States Department of the Treasury,
15 the United States Postal Service, the United States Postal Inspection Service, their agencies,
16 their agents, and their employees from any and all claims, rights, or causes of action of any
17 kind that Scott Allen Johnson now has or may hereafter have on account of, or in any way
18 growing out of, the seizures and the forfeitures of the property in the civil administrative
19 forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

20 25. Except as expressly stated in this Stipulation, no party, officer, agent,
21 employee, representative, or attorney has made any statement or representation to any other
22 party, person, or entity regarding any fact relied upon in entering into this Stipulation, and
23 no party, officer, agent, employee, representative, or attorney relies on such statement or
24 representation in executing this Stipulation.

25 26. After the property is forfeited in the criminal case, the Final Order of
26 Forfeiture is entered, the United States District Court has signed this Stipulation concerning
27 the property, and the United States has no outstanding evidentiary needs concerning the
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1 property, within a practicable time thereafter for the United States, the United States
2 knowingly and voluntarily agrees to transfer:

- 3 a. Glock 22 semiautomatic, .40 caliber, bearing serial number KCA596
4 (property) to Scott Allen Johnson, or his counsel.

5 27. This Stipulation shall be construed and interpreted according to federal
6 forfeiture law and federal common law. The jurisdiction and the venue for any dispute
7 related to, and/or arising from, this Stipulation is the unofficial Southern Division of the
8 United States District Court for the District of Nevada, located in Las Vegas, Nevada.

9 28. The persons signing this Stipulation warrant and represent that they have full
10 authority to execute this Stipulation and to bind the persons and/or entities, on whose
11 behalf they are signing, to the terms of this Stipulation.

12 29. Each party acknowledges and warrants that its execution of this Stipulation is
13 free and is voluntary.

14 30. Each party shall bear their own attorneys' fees, expenses, interest, and costs.

15 31. This Stipulation contains the entire agreement between the parties.

16 32. This Stipulation shall not be construed more strictly against one party than
17 against the other merely by virtue of the fact that it may have been prepared primarily by
18 counsel for one of the parties; it being recognized that both parties have contributed
19 substantially and materially to the preparation of this Stipulation.

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1 IT IS HEREBY CERTIFIED, under 28 U.S.C. § 2465(a)(2), that there was
2 reasonable cause for the seizure and forfeiture of the property.

3 DATED: 4.1.24
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DATED: _____

JASON M. FRIERSON
United States Attorney

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6 *Scott Johnson*
7 SCOTT ALLEN JOHNSON
8 *Petitioner*

MISTY L. DANTE
Assistant United States Attorney

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10 IT IS SO ORDERED:

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CRISTINA D. SILVA
14 UNITED STATES DISTRICT JUDGE

15 DATED: _____
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1 IT IS HEREBY CERTIFIED, under 28 U.S.C. § 2465(a)(2), that there was
2 reasonable cause for the seizure and forfeiture of the property.

3
4 DATED: _____

DATED: 4/01/2024

JASON M. FRIERSON
United States Attorney

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7 SCOTT ALLEN JOHNSON
Petitioner

/s/ Misty L. Dante
MISTY L. DANTE
Assistant United States Attorney

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10 IT IS SO ORDERED:

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14 CRISTINA D. SILVA
UNITED STATES DISTRICT JUDGE

15 DATED: April 3, 2024
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